

## RECORD OF PUBLIC BID OPENING

Requisition # K-000250

Bid Title: JANITORIAL SERVICES – HUETTER POE

Bid Closing Date: 7/12/06 @ 5:00 PM

Bid Open Date: 7/13/06 @ 10:30 AM

**AWARDED – REYNOLDS/PETERSON**

**BIDDER: REYNOLDS/PETERSON – HAYDEN ID**

ITEM NO.	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
1	12 MO	Janitorial Service Huetter POE	\$ __768.00__	\$__9,216.00__

**BIDDER: NEATNIK – COEUR D’ALENE ID**

ITEM NO.	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
1	12 MO	Janitorial Service Huetter POE	\$ __870.00__	\$__10,440.00__

**BIDDER: ABM (AMERICAN BLDG MTCE) – COEUR D’ALENE ID**

ITEM NO.	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
1	12 MO	Janitorial Service Huetter POE	\$ __799.75__	\$__9,597.00__

## INVITATION TO BID

JANITORIAL SERVICES HUETTER POE  
REQUISITION NUMBER K-000250

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# IDAHO TRANSPORTATION DEPARTMENT REQUEST FOR BID

June 19, 2006

Idaho Transportation Department  
Supply Services Purchasing Section  
3311 West State Street  
Boise, Idaho 83703

REQUISITION #: K-000250

ALL sealed bids must be received by 5:00 pm on July 12, 2006. Sealed bids will be opened at 10:30 am on July 13, 2006 at Supply Services, Purchasing Office, at 3311 West State Street in Boise. The scope of work on this project consists of furnishing all materials, equipment and labor to perform JANITORIAL SERVICE at the HUETTER PORT-OF-ENTRY (P.O.E.) located off I-90 at the East Bound rest area exit at MP 8.5., as per the specifications contained in the above requisition.

**A Mandatory, on-site inspection is required of all bidders prior to submission of a bid.** Hours for on-site inspection by vendors are 8:00 a.m. until 4:00 p.m., Monday through Friday. Bids received from Contractors who did not meet the mandatory on-site inspection will not be accepted. Contact person is Connie Blacketer @ (208) 769-1551

Contact Evey McAdams Contract Specialist for Bid Requirements and Clarification at (208) 334-8084

Fax ALL technical questions regarding this bid to: (208) 332-4109.

FOR BID RESULTS, PLAN HOLDERS LIST VISIT:

<http://itd.idaho.gov/business/business.htm>

RETURN BID IN A SEALED ENVELOPE CLEARLY MARKED AS SHOWN:

Requisition #: K-000250 Bid Close Date: 7/12/06 – 5:00 PM   Bid Open Date: 7/13/06 – 10:30 AM Item Bidding: Janitorial Services – Huetter P.O.E.
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Mailing Address

Idaho Transportation Department  
Supply Services Purchasing Section  
P.O. Box 7129  
Boise, Idaho 83707-1129

## JANITORIAL SERVICE SPECIFICATIONS

### SCOPE

This contract request shall be to provide Janitorial Service to the Idaho Transportation Department (ITD), Ports-of-Entry (POE) located off I-90 at the East Bound rest area exit at MP 8.5.

The vendor will supply all janitorial equipment and supplies to perform the specified work.

The Department will supply restroom supplies (toilet paper, paper towels, hand soap, light bulbs, and furnace filters.

### ON-SITE INSPECTION

A Mandatory, on-site inspection is required of all bidders prior to submission of a bid. The required on-site inspection shall be accepted as prima facie evidence that the contractor has satisfied themselves as to the specifications, nature and location of the work and all other matters which can in any way affect the work or cost thereof under the contract. Any failure of the contractor to acquaint himself with all available information, including the on-site inspection, shall not relieve him from successfully performing all the work required for a complete finished job.

Hours for on-site inspection by vendors are 8:00 a.m. until 4:00 p.m., Monday through Friday.

Bids received from Contractors who did not meet the mandatory on-site inspection will not be accepted.

Contact person is Connie Blacketer @ (208) 769-1551

### VENDOR QUALIFICATIONS:

The State expects the work to be done by thoroughly trained and competent people. The bidder must be able to furnish evidence of successful jobs of comparable size, if requested by the State. The vendor shall have sufficient equipment and personnel to fulfill the terms of this contract. Excuses of non-operating equipment and personnel on vacation, etc., as causes for poor workmanship will not relieve the vendor of his obligation to perform the contract and may be cause for termination.

### EMPLOYEE EXPERIENCE:

Contractor shall provide employee experienced in and qualified to perform services under this agreement. The State shall be the sole judge of employee performance. If, for any reason, the State deems any contract employee's performance unsatisfactory, the contractor shall upon written or verbal request by the State, immediately remove such employee. The contractor shall replace such employee within twenty-four (24) hours of notification unless a different time frame is agreed upon. Failure to provide experienced and qualified employees acceptable to the State will be cause for immediate termination of the contract.

### CONTRACT TERM

Contract term will be for one (1) year with option to renew for two (2) one-year renewal options, mutually agreeable by Contractor and State.

Idaho State Transportation Department  
Huetter Port of Entry

Work Detail – Cleaning/Services Requirements

Three times per week

Monday, Wednesday and Friday between 5:00 PM and 8:00 PM

1. Sweep tile floors,
2. Vacuum and remove stains from carpet,
3. Empty wastebaskets,
4. Clean employee and public restrooms (clean toilets, sinks, counters, and mirrors, replace toilet paper, towels and soap as needed,
5. Clean counter tops in work area.

Weekly

1. Dust,
2. Clean telephones,
3. Mop floors,
4. Clean doors and door knobs,
5. Mow the lawn, trim, and dispose of clippings in the P.O.E. Island in the growing months, and rake and dispose of pine needles and debris as needed year round,
6. Empty 30-gal garbage cans and dumpster. Use 4 mil bags for garbage cans.

Every two weeks

1. Clean windows (inside and out).

Monthly

1. Dust beams, air vents, and light fixtures.

Every Three Months

1. Clean walls,
2. Shampoo carpets, using an extraction cleaning process,
3. Change furnace filters.

The contractor must provide all the equipment necessary to perform the above functions.

## II. PROPOSAL GUIDELINES

### 1. Pre-proposal Conference

Oral explanations, instructions and interpretations given to bidders prior to award of contract will not be binding. It is the Department's intent to provide all bidders equal opportunity to access and acquire all available pertinent information necessary to formulate a responsive bid. Any information, specifications, plans, data or interpretations which the Department discovers is lacking and may be important to all bidders, will be furnished to all bidders in the form of an addendum, the receipt of which shall be acknowledged.

### 2. Performance

Submission of a bid by any Contractor shall be accepted as prima facie evidence that they have satisfied themselves as to the nature and location of the work and all other matters, which can in any way affect the work or cost thereof under the contract. Any failure of the Contractor to acquaint them with all available information, including a physical survey of the site of the proposed work, shall not relieve them from successfully performing all the work required.

### 3. Bidding Requirements and Conditions

Sealed Bids will be received at the time and place stated on the Signature Page. Timely receipt of Bids will be determined by the date and time the Bid is received at the address specified. Hand delivery is encouraged to ensure timely receipt. No proposals will be accepted after the time indicated. All material that is submitted in accordance with this solicitation becomes the property of the State of Idaho and will not be returned.

The bidder shall submit their bid proposal upon the forms furnished by the Department. In the bid schedule, the bidder shall specify a unit price in figures for each pay item for which a quantity is given and show the products of the respective unit prices and quantities written in figures in the column "Amount Bid," and the total amount of the bid obtained by adding the amounts of the several items. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern. All figures shall be written in ink or typed. Penciled entries will not be accepted. If entries are in pencil, the bid proposal shall be considered irregular and the bid will be rejected.

The bidder's proposal shall be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, by one or more officers of a corporation, or by an agent of the bidder legally qualified and acceptable to the State. If the proposal is made by an individual, their name and post office address shall be shown; by a partnership, the name and post office address of each partner shall be shown; as a joint venture, the name and post office address of each member or officer of the firms represented by the joint venture shall be shown; by a corporation, the name of the corporation and the business address of its corporate officials shall be shown.

### 4. Irregular Proposals

Proposals will be considered non-responsive and shall be rejected for the following reasons:

1. If the Bid Proposal Form(s) are on a form other than that furnished by the State or if the form is altered or any part thereof is detached.
2. If there are unauthorized additions, conditional or alternate bids, omission of addenda, or irregularities of any kind, which tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.

3. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
4. If the Bid Schedule does not contain a unit price for each pay item listed except in the case of alternate pay items.
5. If the Bid Documents are not sealed, when received by the Department.
6. If the Signature Page is not signed in Ink.
7. If Addendums are not signed and returned with the Bid Documents.
8. If the required Public Works License Number(s) is not inserted on the Signature Page.
9. If five percent (5%) Bid Bond is not included with Bid Documents.

5. Proposal Guaranty

No proposal will be considered unless accompanied by a guaranty of the character and in an amount not less than the amount indicated on the Request for Quotation.

If a surety bond is used, it shall be submitted on an acceptable form signed by the bidder and their surety company. Power of Attorney for the person who executes the bond on behalf of the surety as Attorney-In-Fact must accompany the proposal bond.

Within 90 days after final acceptance for the project those obligations deposited, as a performance bond will be returned, less any amount owed to the Department as a result of this contract. Obligations deposited, as the payment bond shall be held for a period of one year from the date of acceptance of the project for settlement of claims in accordance with Idaho Code, Section 54-1927.

Government obligations shall be deposited with the State Treasurer with instructions to issue a safe keeping receipt to the Department.

6. Disqualification of Bidders

Any of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of their proposal or proposals:

1. More than one proposal, for the same work from an individual, partnership or corporation under the same name or a different name.
2. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the State until any such participant shall have been reinstated as a qualified bidder.

7. Consideration of Proposals

After the proposals are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit bid prices. The results of such comparisons will be available at <http://itd.idaho.gov/business/business.htm>.

The right is reserved to reject any or all proposals, to waive technicalities, to advertise for new proposals, or to proceed to do the work otherwise, if, in the judgment of the Department, it is in the best interest of the State.

8. Execution / Award of the Contract

The award of contract, if it is awarded, will be made within 15 calendar days after the Intent to Award Notice letter has been mailed to the lowest responsive bidder whose proposal complies with all requirements prescribed.

However, the award may be deferred beyond 15 calendar days by mutual written agreement between the Department and the lowest responsive bidder.

The contract shall be signed by the lowest responsive responsible bidder and returned together with the Surety bonds, within 15 calendar days after the bidder has received the contract. If the contract is not executed by the State within 15 calendar days following receipt from the bidder of the signed contracts and bonds, the bidder shall have the right to withdraw their bid without penalty. No contract shall be considered as effective until it has been fully executed by all of the parties thereto.

9. Failure to Execute Contract

Failure to execute the contract and file acceptable bonds within 15 calendar days, after the contract has been received by the bidder, shall be just cause for the cancellation of the award of contract and the forfeiture of the proposal guaranty which shall become the property of the State, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder or the work may be re-advertised or otherwise, as the Department may decide.

10. Return of Proposal Guaranty

Proposal guaranties, except those of the two lowest responsive bidders, will be returned immediately following the opening and checking of the proposals. The retained proposal guaranty of the unsuccessful of the two lowest responsive bidders will be returned within 10 days following the award of contract and that of the successful bidder will be returned after satisfactory Surety bonds have been furnished and the contract has been executed.



### III. TERMS AND CONDITIONS

1. Contract Term

Contract term is for one (1) year with the option to renew for two (2) one (1) year periods upon mutual agreement between Contractor and State. Work shall commence August 1, 2006.

2. Payment Requirements

Payments will be made as provided: Upon satisfactory completion of services specified herein, the Contractor will be paid monthly as soon as possible after receipt of invoices. Payments otherwise due may be withheld on account of substandard or defective work not remedied.

3. Changes

The Department reserves the right to revise the "Work Locations and Schedule" and to make other changes within the general Scope of Work as may be deemed necessary to best serve the interests of the Department. Changes in compensation, which may result from such revisions, shall be documented by formal Change Order to the contract and approved by the Purchasing Agent.

4. Claims for Adjustment and Disputes

If the Contractor believes that additional compensation is due them for work or material not clearly covered in the contract, or not ordered as extra work, as defined herein, they shall prosecute their claim in the following manner.

Prior to doing the work on which they believe additional compensation is due them, the Contractor shall notify the ITD Purchasing Agent in writing of their intent to file a claim. If such notification is not given, then the Contractor shall thereby waive their right to any claim for such additional compensation.

At a minimum, the detailed letter shall include a narration of events, citing of entitlement and a showing of the amount of compensation and/or adjustment of time believed due. Full documentation for all elements in the letter shall be included. The claim will be considered and a determination made. The Purchasing Agent will notify the Contractor in writing of the decision.

The decision will be final and conclusive unless, within thirty (30) days from receipt of the Purchasing Agent's letter, the Contractor submits an appeal in writing to the Purchasing Agent. All pertinent information, references, arguments and data to support the claim shall be included. The Purchasing Agent will review the claim and the Contractor will be notified by mail. This decision will be final and conclusive.

In connection with any appeal proceeding under this subsection, the Contractor will be afforded an opportunity to be heard and offer evidence in support of their claim at any level of review. Pending final decision of a dispute hereunder the Contractor shall proceed diligently with performance of the contract.

5. Compliance

If the Department registers a formal and written complaint with the Contractor in respect to undesirable or unsanitary conditions, the Contractor will have 72 hours in which to respond in person to the complaint, to the project Coordinator to remedy the problem(s).

Failure to respond in the prescribed time to the complaint or to remedy the problem may result in termination of the contract as provided in Section 6 TERMINATION.

If the Department is not satisfied with the results and remediation of the complaint, the project coordinator may require periodic and joint inspections of the area with the Contractor to discuss and point out Contractors violations. Failure of the Contractor to attend these inspections may result in termination of the contract.

6. Termination For Default

Should the Contractor neglect to prosecute the work properly, or fails to perform any provision of the contract, the Department, after seven (7) days from written notice to the Contractor, may without prejudice to any other remedy they may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor or, at its option, may terminate the contract and take possession of all materials, tools, fixtures and furnish the work by such means as the Department sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor's surety shall pay the difference to the Department.

7. Termination For Convenience

A. The DEPARTMENT or CONTRACTOR may cancel this Contract at any time with or without cause upon thirty (30) days' written notice to the other party, and specifying the date of termination.

B. Cancellation of the Contract by either party shall terminate the obligations or liabilities of the parties, except that the obligations or liabilities incurred prior to the termination date shall be honored.

8. Indemnification

The Contractor shall indemnify, save harmless, and defend regardless of outcome, the State from the expenses of and against all suits, actions, claims, or costs, expenses, and attorney fees that may be incurred because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or their subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in the work; or because of any act or omission, neglect, or misconduct of the Contractor or their subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act or any other law, ordinance, order or decree.

9. Insurance Requirements

The Contractor shall carry such public liability and property damage insurance that will protect them and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by either of them. The following is a brief explanation of the required insurance coverage's. A certificate of insurance will be required of the contractor selected.

1) Worker's Compensation. The CONTRACTOR, its subcontractor(s), if any, and all employers providing work, labor or materials under this contract, are subject employers under the Idaho Worker's Compensation Law, and shall comply with Idaho Statutes regarding Worker's Compensation.

For the duration of this Contract, and until all work specified herein is complete, the CONTRACTOR, its subcontractor(s), if any, and all employers providing work, labor or materials under this contract, shall provide Idaho Worker's Compensation coverage that satisfies Idaho law for all their subject workers.

The CONTRACTOR must have a valid Worker's Compensation insurance policy in effect prior to the Division of Purchasing generating the contract. The CONTRACTOR must show proof of such coverage by presenting to the Division of Purchasing a valid certificate of insurance showing statutory coverage.

The CONTRACTOR must provide either a Certificate of Idaho Workers' Compensation Insurance issued by a surety licensed to write Idaho Workers' Compensation Insurance in the State of Idaho, as evidence that the CONTRACTOR has in effect a current Idaho Workers' Compensation Insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a State that has a current reciprocity agreement with the Industrial Commission.

2) Employer's Liability. This coverage is written in conjunction with Worker's Compensation and provides insurance for the employer's liability to its employees in circumstances where the injury is not covered by the Worker's Compensation law and the employer may be subject to common law liability. Employer's liability insurance shall be a minimum amount of \$100,000 per occurrence.

3) Liability Insurance. For the duration of the Contract and until all work specified in the Contract is completed, the CONTRACTOR shall have and maintain, at CONTRACTOR'S expense, the liability insurance set forth below and shall comply with all limits, terms and conditions of such insurance. Work under this Contract shall not commence until evidence of all required insurance is provided to the Division of Purchasing. Evidence of insurance shall consist of a completed certificate of insurance signed by the insurance agent for the CONTRACTOR and made a part of this Contract.

4) The Contractor shall not commence work under the contract until he obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State and to the railroad or railway company, when involved. All insurance policies and certificates must be signed copies. After work commences, the Contractor will keep in force all required insurance until written acceptance of the project.

#### Required Insurance:

1) Commercial General Liability Insurance. The CONTRACTOR shall have and maintain Commercial General Liability (CGL) Insurance covering bodily injury and property damage. This insurance shall include personal injury liability coverage; blanket contractual liability coverage for the indemnity provided under this Contract and products/completed operations liability. The combined single limit per occurrence shall not be less than \$1,000,000 or the equivalent. Each annual aggregate limit shall not be less than \$1,000,000, when applicable, and will be endorsed to apply separately to each job site or location.

2) Automobile Liability Insurance

The Contractor shall obtain, at the Contractor's expense, and keep in effect during the entire term of the contract, Automobile Liability Insurance covering owned, non-owned and hired vehicles. This coverage may be written in combination with Commercial

general Liability Insurance. Combined single limit per occurrence shall not be less than \$1,000,000.

Additional Requirements:

1) State of Idaho as Additional Insured:

The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the Idaho Transportation Department and its division, officers and employees as additional insured, but only with respect to the CONTRACTOR'S activities to be performed under this Contract.

2) Notice of Cancellation or Change:

The CONTRACTOR shall ensure that all policies of insurance are endorsed to read that there shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without sixty (60) days prior written notice from the CONTRACTOR or its insurer to the Idaho Transportation Department. CONTRACTOR shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, Transportation Department and its divisions, officers and employees.

10. Title VI Assurances

1) Application

These contract provisions shall apply to all work performed on the contract by the contractor with his own organization and with the assistance of workmen under his immediate superintendence and to all work performed on the contract by piece work, station work or by subcontract.

2) Employment Lists, Labor Selection, Non-Discrimination

A local public employment agency has been designated by the State to prepare the employment lists for the project.

All qualified unskilled labor shall be employed insofar as possible from lists furnished the contractor by the employment agency designated in the contract. The contractor may avail himself of the services of the employment agency for obtaining labor of the intermediate and skilled grade.

In the performance of this contract, within the limitations of Subsection 107.01 requiring employment of up to 95% Idaho residents, preference in employment shall be given to qualified honorably discharged Veterans of the United States Armed Forces.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

3) Compliance with Regulations:

The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

4) Nondiscrimination:

The Contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, religion, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

5) Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor, of the Contractor's obligations of this contract and Regulations relative to nondiscrimination on the grounds of race, color, religion, sex, or national origin.

6) Information and Reports:

The Contractor shall provide all information and reports required by Regulations and/or Directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the state of Idaho Transportation Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the state of Idaho Transportation Department or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

7) Sanctions for Noncompliance:

In the event the Contractor is in noncompliance with the nondiscrimination provision of this contract, the state of Idaho Transportation Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withhold progress payments until it is determined that the contractor is found in compliance;
- b. Suspend the contract, in whole or in part, until the contractor or subcontractor is found to be in compliance with no progress payment being made during this time and no time extension made;
- c. Cancel or terminate the contract for cause;
- d. Assess against the contractor's final payment on this contract or any progress payments on current or future Idaho projects an administrative remedy by reducing the final payment or future progress payment in an amount equal to 10% of this contract or \$7,700, whichever is less.

8) Incorporation of the Provisions:

The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to subcontractor or procurement as the state of Idaho Transportation Department or Federal Highway Administration may direct as a means of enforcing the provisions, including sanctions for noncompliance, provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the

state of Idaho Transportation Department to enter into such litigation to protect the interests of the State, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

11. Labor Provisions

The wages of labor shall be paid in legal tender of the United States, except that this condition will be considered satisfied if payment is made by a negotiable check, on a solvent bank, which may be cashed readily by the employee in the local community for the full amount without discount or collection charges of any kind. Where checks are used for payment, the contractor shall make all necessary arrangements for them to be cashed and shall give information regarding such arrangements. No fee of any kind shall be asked or accepted by the contractor or any of his agents from any person as a condition of employment on the project.

No employee shall be charged for any tools used in performing their respective duties except for reasonably avoidable loss or damage thereto.

Every employee on the work covered by this contract shall be permitted to lodge, board and trade where and with whom he elects and neither the contractor nor his agents nor his employees shall directly or indirectly require as a condition of employment that an employee shall lodge, board or trade at a particular place or with a particular person.

No charge shall be made for any transportation furnished by the contractor or his agents to any person employed on the work.

No individual shall be employed as a laborer on this contract except on a wage basis, but this shall not be construed to prohibit the rental of teams' trucks or other equipment from individuals. No such rental agreement or any charges for feed, gasoline, supplies or repairs on account of such agreement, shall cause any deduction from the wages accruing to any employee except as authorized by the regulations hereinbefore cited.

INTENTION TO RESPOND

*No Fax Cover Sheet Is Required*

**FAX BACK:** 208 334-8824

Your assistance is requested. Please fax back immediately.

To: Idaho Transportation Department  
Purchasing Section  
PO Box 7129  
Boise, Idaho 83707-1129

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BID CLOSING ON: 7/12/06 @ 5:00 P.M.      BID OPENING ON: 7/13/06 @ 10:30 A.M.

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Please check all that apply

\_\_\_\_\_ Company intends to prepare and submit a proposal to the requisition listed above.

\_\_\_\_\_ Company does not plan to respond.

\_\_\_\_\_ Other Message/Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name \_\_\_\_\_

Individual/Owner's Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person \_\_\_\_\_  
(Please Print)

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

# BID SCHEDULE

Each Bid item shall be filled in completely by the Contractor in the bid schedule, by indicating total dollars and cents under Unit Price and Total Cost. All costs, including hourly rates, will be included here and will be fully burdened to include, but not limited to, wages, transportation, lodging, overhead, and per-diem. All figures shall be written in ink or typed. Penciled entries will not be accepted; bids will be considered irregular and rejected.

Requisition Number: K-000250

Contractor / Business Name: \_\_\_\_\_

ITEM NO.	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL AMOUNT BID
1	12 MO	Janitorial Service Huetter POE	\$ _____	\$ _____

AWARD TO BE "ALL OR NONE"

This page MUST be returned with your BID Documents



# IDAHO TRANSPORTATION DEPARTMENT SIGNATURE PAGE

THIS PAGE MUST BE SIGNED WITH AN ORIGINAL SIGNATURE AND RETURNED WITH YOUR BID DOCUMENTS!!!

June 19, 2006

Idaho Transportation Department  
Supply Services Purchasing Section  
3311 West State Street  
Boise, Idaho 83703

REQUISITION #: K-000250

The Idaho Transportation Department is seeking qualified bidders to furnish all materials, equipment and labor for, JANITORIAL SERVICE AT HUETTER P.O.E. as per the specifications.

PUBLIC WORKS CONTRACTORS LICENSE #

\_\_\_\_\_

FEDERAL IDENTIFICATION #

\_\_\_\_\_

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contractors Signature/Authorized Signature:

\_\_\_\_\_

\_\_\_\_\_

Printed Signature

BY SIGNING, BIDDER ACKNOWLEDGES ITS RESPONSIBILITY FOR ANY ADDENDA THAT HAVE BEEN ISSUED FOR THIS SOLICITATION AND WILL COMPLY WITH ALL THE TERMS, CONDITIONS, AND SPECIFICATIONS OF THIS SOLICITATION.

THIS PAGE MUST BE SIGNED, WITH AN ORIGINAL SIGNATURE, AND RETURNED  
WITH YOUR BID DOCUMENTS!

# B I D P R O P O S A L

TO: IDAHO TRANSPORTATION BOARD  
Idaho Transportation Department  
Division of Highways

In compliance with your invitation for bids to be received: July 12, 2006 @ 5:00 P.M., and Opened on July 13, 2006 @ 10:30 A.M. The undersigned certifies they have examined the location of work and/or materials sites, and has satisfied themselves as to the condition to be encountered, and that the plans, specifications, contract and method of payment for such work is understood. The undersigned hereby agrees to furnish all materials, equipment and labor for Janitorial Services at Huetter P.O.E., as per the specifications contained in Requisition Number K-000250.

Accompanying this bid proposal is a Bid Bond or Cashier's Check in the amount of five percent (5%) of the total amount bid.

The bidder further agrees that if awarded the contract, work will commence August 1, 2006 for one (1) year with the option to renew for two (2) one (1) year periods upon mutual agreement between Contractor and State.

By signing this bid proposal (P-3, A, B or C), the bidder being duly sworn states that the firm, association or corporation to whom this contract is to be awarded has not by or through any of its officers, partners, owners or any other person associated therewith, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this highway project, and is not financially interested in or otherwise affiliated in a business way with any other bidder on this project.

BIDDER'S SIGNATURES REQUIRED

TO BE EXECUTED BY C O R P O R A T E CONTRACTORS

Date \_\_\_\_\_, 2006

Name, Address and Phone Number of  
Corporation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number

Idaho Public Works Contractors License Number \_\_\_\_\_

Incorporated under the laws of the State of \_\_\_\_\_

Name & Address of President \_\_\_\_\_

Name & Address of Secretary \_\_\_\_\_

Name & Address of Treasurer \_\_\_\_\_

SIGNATURE

\_\_\_\_\_  
President, Vice President, etc...

State of \_\_\_\_\_, County of \_\_\_\_\_ ss

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before

me \_\_\_\_\_, personally appeared \_\_\_\_\_,

(Notary Public)

known or identified to me to be the President or Vice President or Secretary or Assistant Secretary, of the

corporation that executed the instrument or the person who executed the instrument on behalf of said

corporation, and acknowledged to me that such corporation executed the same.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_

Residing at \_\_\_\_\_

My Commission Expires on:

\_\_\_\_\_

P-3-A

Page 2 of 2

BIDDER'S SIGNATURES REQUIRED

TO BE EXECUTED BY PARTNERSHIP

Date \_\_\_\_\_, 2006

Name, Address and Phone Number of Bidder:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Phone Number

Idaho Public Works Contractors License Number \_\_\_\_\_

SIGNATURE:

\_\_\_\_\_  
(Name & Title, as "Partner")

\_\_\_\_\_  
Address

\_\_\_\_\_  
(Name & Title, as "Partner")

\_\_\_\_\_  
Address

\_\_\_\_\_  
(Name & Title, as "Partner")

\_\_\_\_\_  
Address

THIS MUST BE SIGNED BY AT LEAST ONE GENERAL PARTNER

State of \_\_\_\_\_, County of \_\_\_\_\_ ss

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_,

before me \_\_\_\_\_, personally appeared

(Notary Public)

\_\_\_\_\_, known or identified to me to be one

of the partners in the partnership of \_\_\_\_\_

(Partnership Name Signed to Instrument)

and the partner or one of the partners who subscribed said partnership name to the foregoing

instrument, and acknowledged to me that they executed the same in said partnership name.

\_\_\_\_\_  
Notary Public For \_\_\_\_\_

Residing at \_\_\_\_\_

My Commission Expires on:

\_\_\_\_\_

P-3-B

Page 2 of 2

BIDDER'S SIGNATURES REQUIRED

TO BE EXECUTED BY SOLE PROPRIETOR

Date \_\_\_\_\_, 2006

Name, Address and Phone Number of Bidder:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Phone Number

Idaho Public Works Contractors License Number \_\_\_\_\_

SIGNATURE:

\_\_\_\_\_  
(Name & Title, as "Owner")                      Address

\_\_\_\_\_  
(Name & Title, as "Owner")                      Address

State of \_\_\_\_\_ County of \_\_\_\_\_ ss

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_,

before me \_\_\_\_\_, personally appeared  
(Notary Public)

\_\_\_\_\_, known or identified to me to be the  
person whose name is subscribed to the within instrument, and acknowledged to me that

\_\_\_\_\_ executed the same.  
(he/she/they)

\_\_\_\_\_  
Notary Public For \_\_\_\_\_

Residing at \_\_\_\_\_

My Commission Expires on:

\_\_\_\_\_

P-3-C

Page 2 of 2

## DOMICILE

PREFERENCE FOR IDAHO DOMICILED CONTRACTORS ON PUBLIC WORKS (Idaho Code 67-2348 - Effective July 1, 1982). To the extent permitted by federal laws and regulations, whenever the State of Idaho, or any department, division, bureau or agency thereof, or any city, county, school district, irrigation district, drainage district, sewer district, highway district, good road district, fire district, flood district, or other public body, shall let for bid any contract for bid any contract to a contractor for any public works, the contractor domiciled outside the boundaries of Idaho shall be required, in order to be successful, to submit a bid the same percent less than the lowest bid submitted by a responsible contractor domiciled in Idaho as would be required for such an Idaho domiciled contractor to succeed over the bidding contractor domiciled outside Idaho on a like contract being let in his domiciliary state.

If the bidder is unsure of where their business is domiciled, the following "rule of thumb" may help!

- 1) Corporation: Domiciled where chartered.
- 2) Sole Proprietor: Domiciled where permanent headquarters of business located.
- 3) Partnership: Domiciled where permanent headquarters of business located.

COMPANY NAME: \_\_\_\_\_

STATE OF DOMICILE: \_\_\_\_\_

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR BID!!!!

## BIDDERS RESPONSIBILITY PAGE

**PLEASE NOTE:** *The following documents, IF APPLICABLE TO YOUR BID, must be returned to the Idaho Transportation Department Purchasing Section to allow your bid to be considered.*

- 1.) Idaho Employer Alcohol and Drug-Free Workplace Act State Construction Contracts - EFFECTIVE: January 1, 2005. Idaho Code, Section 72-1717, the following document is required on ALL State Construction or Improvement of Public Property or Publicly Owned Buildings.
  - Affidavit of Alcohol and Drug Free Workplace Program
- 2.) "Signature Page"
  - Public Works License Number must be inserted
  - Page must be signed with an original signature
- 3.) Bid Response
  - Individual, Partnership, or Corporation
  - One of three, depending upon company structure, MUST be completed, signed and notarized
- 4.) Bidder must complete Bid Schedule
- 5.) Bidder must complete Domicile Form
- 6.) Subcontractor form SC-1 – as required per specifications
- 7.) A 5% Bidders Bond or Cashier's Check
- 8.) All Addenda Must be Signed and returned with your Bid Documents. It is the Bidder's responsibility to verify if an addendum was issued.
- 9.) ALL BIDS must be submitted in a sealed enveloped with the Requisition Number, Bid Open Date, and Project Name clearly marked on the outside of the envelope.
- 10.) NO BID ADJUSTMENTS WILL BE ACCEPTED: Any changes made to a bid must be submitted as a separate bid and all rules remain in effect. ALL REQUIRED paperwork must be re-submitted.
- 11.) PUBLIC WORKS LICENSE REQUIRED: - Public Works Contractors License Board – Phone # (208) 332-8968. <http://www2.idaho.gov/dbs>
- 12.) WORKERS' COMPENSATION INSURANCE: - Per Idaho Code 72-216. Proof of said insurance must be provided by successful Bidder before Contract(s) are executed. – It shall be the Contractors responsibility to request, each year, a current certificate of insurance is sent to the Agency. Non-Compliance will result in the forfeiture of Contract and all Bonds.
- 13.) GENERAL AND AUTOMOBILE LIABILITY INSURANCE: - Proof of said insurance must be provided by successful Bidder before Contract(s) are executed. Non-Compliance will result in the forfeiture of Awarded Contract and all Bonds.

**SAND SHED  
POSSIBLE INTEREST  
-BIDDERS LIST-  
AS OF 6/05**

ENVIRONMENTAL SERVICES CO P O BOX 981 BLACKFOOT ID 83221 208-785-2795 208-785-8009 ATTN LANNY CUNNINGHAM	ABM JANITORIAL 401 FRONT AVE, LOWER STE COEUR D'ALENE ID 83814	H & H CLEANING 81527 HWY 3 S ST MARIES ID 83861 208 245 4446
REYNOLDS/PETERSON 12420 N KELLY REA DRIVE P O BOX 1961 HAYDEN ID 83835	ROCKY MOUNTAIN SERVICE 1675 4500 YELLOWSTONE POCATELLO ID 83202 208 237 9150 208 237 6025	VARSITY CONTRACTORS P O BOX 15811 BOISE ID 83715 208-323-7808 208-377-4471
ACE BROTHERS 11881 N DIAMOND DR HAYDEN ID 83835		